

Fill in this information to identify the case:

Debtor 1 RICHARD FLEMING
Debtor 2 MIA FLEMING
(Spouse, if filing)
United States Bankruptcy Court for the: EASTERN District of PA
Case Number 16-16033 MDC (State)

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: FREEDOM MORTGAGE CORPORATION

Court claim no. (if known): 23

Last 4 digits of any number you use to identify the debtor's account: 3248

Date of payment change:
Must be at least 21 days after date of this notice

New total payment:
Principal, interest, and escrow, if any Forbearance

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

- ☒ No
☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____
Current escrow payment: _____ New escrow payment: _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

- ☒ No
☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____
Current interest rate: _____% New interest rate: _____%
Current principal and interest payment: _____ New principal and interest payment: _____

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

- ☐ No
☒ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)
Reason for change: Debtor's request for COVID19 forbearance arrangement (see attached)
Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

☐ I am the creditor.

☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

X /s/ Thomas Song, Esquire

Signature

Date May 1, 2020

Print:

Thomas Song, Esq., Id. No.89834

First Name

Middle Name

Last Name

Title Attorney

Company

Phelan Hallinan Diamond & Jones, LLP

Address

1617 JFK Boulevard, Suite 1400

Philadelphia, PA 19103

Contact Phone

215-563-7000

Email

Thomas.Song@phelanhallinan.com

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	:	
RICHARD FLEMING	:	Bk. No. 16-16033 MDC
MIA FLEMING	:	
Debtors	:	Chapter No. 13
	:	
FREEDOM MORTGAGE CORPORATION	:	
Movant	:	
v.	:	
RICHARD FLEMING	:	
MIA FLEMING	:	
Respondents	:	
	:	

CERTIFICATE OF SERVICE OF NOTICE OF PAYMENT CHANGE SUPPLEMENT

I certify under penalty of perjury that I served or caused to be served the Notice of Payment Change Supplement, which has been filed on the Claims Register in the above-referenced case, on the parties at the addresses shown below or on the attached list on May 1, 2020.

The types of service made on the parties were: Electronic Notification and First Class Mail.

Service by Electronic Notification

GEORGETTE MILLER, ESQUIRE
100 CENTURY PARKWAY, SUITE 200
MOUNT LAUREL, NJ 08054

WILLIAM C. MILLER, ESQUIRE (TRUSTEE)
P.O. BOX 1229
PHILADELPHIA, PA 19105

UNITED STATES TRUSTEE
OFFICE OF THE U.S. TRUSTEE
200 CHESTNUT STREET
SUITE 502
PHILADELPHIA, PA 19106

Service by First Class Mail

MIA FLEMING
8500 FORREST AVENUE
PHILADELPHIA, PA 19150-2304

RICHARD FLEMING
8500 FORREST AVENUE
PHILADELPHIA, PA 19150-2304

If more than one method of service was employed, this certificate of service groups the parties by the type of service. For example, the names and addresses of parties served by electronic notice will be listed under the heading "Service by Electronic Notification" and those served by mail will be listed under the heading: Service by First Class Mail."

May 1, 2020

/s/ Thomas Song, Esquire
Thomas Song, Esq., Id. No.89834
Phelan Hallinan Diamond & Jones, LLP
1617 JFK Boulevard, Suite 1400
One Penn Center Plaza
Philadelphia, PA 19103
Phone Number: 215-563-7000 Ext 31387
Fax Number: 215-568-7616
Email: Thomas.Song@phelanhallinan.com

This use of Official Form 410S1 and of the electronic filing method for a Notice of Payment Change is being used to provide interested parties with notice of a forbearance arrangement, detailed below. This form is only being used to express a change in the debtor's payment arrangement within the functionality available in the Courts' CMECF systems. The use of this form in no way implies that a change in payment amount is occurring or has occurred on the account. This filing does not imply that the provisions of FRBP 3002.1 apply to this filing, nor does the Servicer/Creditor consent to the application of any provisions of FRBP 3002.1 to this filing.

NOTICE OF TEMPORARY FORBEARANCE

Effective Date of Forbearance : April 1, 2020
Termination Date of Forbearance : July 31, 2020
Post-petition due date as of the Forbearance effective date : May 1, 2020

FREEDOM MORTGAGE CORPORATION ("SERVICER") hereby provides notice that due to a recent financial hardship resulting directly or indirectly from the COVID-19 emergency, the Debtor(s) has/have requested, and SERVICER has provided, a temporary suspension of post-petition mortgage payment(s) due and owing in the time period referenced above (the "Forbearance Period"). This short-term relief is consistent with the COVID-19 relief available under the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

During the Forbearance Period, all terms and provisions of the mortgage note and security instrument, other than the payment obligations, will remain in full force and effect unless otherwise adjusted by this court or through a loan modification.

During the Forbearance Period, Debtor(s) and/or Debtor(s) attorney (if applicable) should work with the SERVICER and the bankruptcy trustee to explore potential remedies to cure any outstanding post-petition mortgage payment(s) at the termination date of the Forbearance Period. Any outstanding post-petition mortgage payment(s) for which there is not an agreed cure will remain due and owing as of the termination date of the Forbearance Period.

This Notice does not constitute an amendment or modification to the Debtor's plan of reorganization and does not relieve the Debtor of the responsibility to amend or modify the plan of reorganization to reflect the forbearance arrangement, if required.